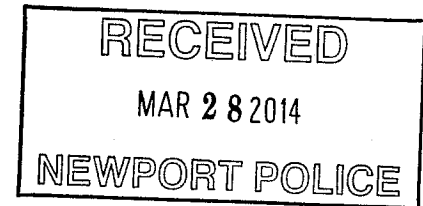


Oregon Judicial Department
OJIN Online
1163 State Street
Salem, OR 97301



March 28, 2014



001512
NEWPORT POLICE DEPARTMENT
JANICE ARCHULETA/KATHLEEN PALM
169 SW COAST HWY
NEWPORT OR 97365

RE: OJCIN Terms of Use Agreement
Profile ID- NPT

OJIN Online Subscriber:

Enclosed is a new Terms of Use agreement. This document replaces the previous Subscriber Agreement, Public Services Subscriber Agreement, and Terms of Use Agreement. The agreement has been drafted in anticipation of new public access products that are currently in development.

An Authorized Representative who has the authority to sign contracts for the business or entity (even if this person does not access the system) must complete the Terms of Use agreement. Please note if any of your users have been granted access to any restricted case types (juvenile, mental health, VAWA), Section 20 applies to this access.

Also attached is an OJIN Online Customer Information Form.

Please return the completed OJIN Online Customer Information Form along with the signed Terms of Use agreement by email to ojin.access@ojd.state.or.us (please note – this email is not monitored for questions or concerns) or by regular mail to the following address:

Oregon Judicial Department
Attn: OJIN Online
Supreme Court Building
1163 State Street
Salem, OR 97301-2563

To ensure continued access, please return the completed packet no later than Monday, April 21, 2014. If you have any questions, you may contact the OJIN Online team by email at ojin.online@ojd.state.or.us or by telephone at 800-858-9658.

Thank you,

OJIN Online Services
Oregon Judicial Department

OJIN Online Customer Information
(Please Print Clearly)

Subscriber Name: NEWPORT POLICE DEPARTMENT

Profile group: NPT
(this is the first three letters of your User IDs)

Mailing Address: P.O. Box 2260

Phone: 541-574-3348

Fax: 541-574-0643

City, State, Zip NEWPORT OR 97365

Authorized Representative Information - Required

(The Authorized Representative is the person who can legally represent and sign contracts for the business or entity.)

Name: MARK J. MIRANDA

Title: CHIEF

Entity or Business: NEWPORT POLICE DEPT.

Division: _____

Mailing Address: P.O. Box 2260

Phone: 541-574-0630

Fax: 541-574-0643

City, State, Zip NEWPORT OR 97365

Email: m.miranda@newportpolice.net

If you wish to designate an Administrative Contact, please complete the following:

(In addition to the Authorized Representative, the Administrative Contact will have the authority to reset passwords and add/modify/remove users from the subscriber account.)

Administrative Contact Information

Name: KATHLEEN PALMER

Title: EXEC. ABST. TO CHIEF

Entity or Business: Newport Police

Division: _____

Phone: 541-574-0631

Email: K.palmer@newportpolice.net

Primary Contact – please check one

☐ Authorized Representative

☒ Administrative Contact

Accounting Contact Information - for billed customers only

Name: _____

Title: _____

Entity or Business: _____

Division: _____

Phone: _____

Email: _____

**Please list any users who are Oregon State Bar members
(not required for government agencies)**

User Name	OSB # (if applicable)

Oregon Judicial Case Information Network Terms of Use

1. The Oregon Judicial Case Information Network (OJCIN) Terms of Use govern Your use of the Oregon Judicial Information Network (OJIN) and Appellate Case Management System (ACMS), (collectively OJIN OnLine), and the Oregon eCourt Case Information system (OECI). The OJCIN Terms of Use form a contract between You and the Oregon Judicial Department (OJD), and You should read the OJCIN Terms of Use carefully. These OJCIN Terms of Use are effective as of January 1, 2014 for current OJIN, ACMS, or OECI users. These OJCIN Terms of Use are effective upon signing for new users.
2. By signing this agreement, You agree to the OJCIN Terms of Use. You further agree that the OJCIN Terms of Use form a legally binding contract between You and OJD and that this contract constitutes a writing signed by You under any applicable law or regulation. If You are an organization or governmental agency, You agree this contract will govern the use of OJCIN by Your officials, officers, agents and employees (Users).
3. OJD does not solely operate the OJCIN. A vendor operating any portion of OJCIN may have its own terms of use and privacy policies, which You will also need to read and accept.
4. These OJCIN Terms of Use constitute the entire agreement between You and OJD and replace all prior and contemporaneous agreements and communications with respect to the OJCIN, including (i) OJIN OnLine Subscriber Agreements, and (ii) Agreements for Access to Limited, Confidential, and Other Protected Case Information in the Oregon Judicial Information System (Restricted Access Agreements in OJIN). However, if You have an existing Individual User Agreement and Authorization (Attachment 1 to the Restricted Access Agreements), that Individual User Agreement and Authorization remains in effect and is incorporated into these OJCIN Terms of Use by this reference. You also agree that You shall access OJIN OnLine in accordance with the Public Access User's Guide, which also remains in effect and is incorporated into these OJCIN Terms of Use by this reference. It is Your responsibility to immediately notify OJD if any information in the Individual User Agreement and Authorization has changed. You are required to comply with the OJIN Public Access User's Guide.
5. It is Your responsibility to ensure compliance with all statutes, rules, and policies, including but not limited to confidentiality laws, ORS 7.132, the Uniform Trial Court Rules (UTCRRs), and the Oregon Rules of Appellate Procedure (ORAPs). You are responsible for checking the Uniform Trial Court Rules and the Oregon Rules of Appellate Procedure for any updates, which may be found at: <http://courts.oregon.gov/OJD/programs/utcr/utcrrules.page> (UTCRRs) and <http://www.ojd.state.or.us/Web/OJDPublications.nsf/ORAP?OpenView&count=1000> (ORAPs).
6. Any failure to make a proper filing or payment to meet any deadline will not be excused, even if caused by an error or malfunction relating to OJCIN, except as provided by court rule or court order. You acknowledge that the OJCIN may be unavailable due to regularly scheduled maintenance or unexpected system problems. Oregon case information is available at the courthouse.

7. You agree to pay the service fees associated with the use of OJCIN, if applicable, including but not limited to transaction fees and payment card processing fees. OJD current fee rates are located on the OJD website. Fees are subject to change upon thirty days' prior notice posted on the OJD website. OJD will invoice each month for applicable charges incurred during the previous month. Payment is due upon receipt of invoice.
8. You agree to provide true, accurate, and current information at all times, including in the registration and authorization process, and promptly update Your contact information. If You do not, or if there are reasonable grounds to suspect that You do not, then OJD or the vendor has the right to terminate Your use of any services on OJCIN, in addition to other remedies. Update contact information by contacting ojin.online@ojd.state.or.us or 1-800-858-9658.
9. You are responsible for proper use and safekeeping of Your username(s) and password(s). You agree that You will not disclose your username(s) and password(s) and that You are solely responsible for all activities that occur under Your username(s) and password(s). You must immediately notify OJD of any actual or suspected unauthorized use of Your username(s) or password(s) at: OJD Help Desk: 503-985-5582 or ETSDHelp@ojd.state.or.us
10. You are required to take all reasonable steps to ensure that Your use of OJCIN does not delay or harm OJCIN.
11. **You agree to access, use, or share confidential information with others (including employees and third parties), only as permitted by law, rule, court order, and contract.** If You access confidential information through OJCIN, You agree to take all reasonable steps to maintain the confidentiality of the information. You must immediately report to OJD all suspected or actual instances of improper access to or disclosure of confidential information, including mistaken access and inadvertent disclosure. OJD may seek and obtain injunctive relief against improper access to or disclosure of confidential information, in addition to other legal remedies. You understand that improper access to or disclosure of confidential information will give rise to irreparable injury that is inadequately compensable in damages and You agree that this section is necessary for the protection of OJD's legitimate business interests and is reasonable in scope and content. If You receive restricted access through OJCIN, see also Section 20 below.
12. You agree that OJD may collect and use information based on Your use of OJCIN to allow OJD to improve, update, support, and invoice OJCIN use. OJD may audit Your use of OJCIN to investigate any possible violation of these OJCIN Terms of Use.
13. OJD reserves the right to modify or discontinue any services provided on OJCIN and any conditions or terms of use without notice. OJD will make reasonable efforts to try to notify You of substantial changes in the conditions or terms of use. However, You are responsible for checking the OJD website and OJCIN for updates. OJD encourages You to check on a regular basis. You are responsible for reading and understanding those changes. If You do

not agree to the changes, then You must stop using OJCIN. Your continued use of OJCIN constitutes acceptance of changes.

14. OJD may, under certain circumstances and without notice, immediately terminate Your access to OJCIN. Cause for such termination includes, but is not limited to: (a) breach of the OJCIN Terms of Use, including non-payment, (b) requests by government entities, including law enforcement, (c) requests by the vendor, (d) discontinuance of services or modifications of OJCIN, (e) technical problems or errors, and (f) extended periods of inactivity.
15. **WARRANTY DISCLAIMER: ALL USE OF OJCIN IS AT YOUR OWN RISK.** You understand and agree that OJCIN and its website, services, information, and data provided are being provided “as-is” without warranty of any kind, whether express or implied, and that they may be subject to delay, deletion, theft, errors or omissions. To the maximum extent permitted by law, OJD disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement.
16. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OJD IS NOT responsible FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY, LOSS OF DATA, LOSS OF PROFITS, COMPROMISED OR IMPAIRED CLAIMS, LOST SAVINGS, LOST FEES, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY TO THE USE OF OJCIN, WHETHER BASED ON ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE OR OTHER TORTS. IN NO EVENT WILL OJD’S TOTAL LIABILITY ARISING FROM OR RELATING TO OJCIN EXCEED THE LESSER OF THE TOTAL SUM OF FEES PAYABLE TO OJD UNDER THESE OJCIN TERMS OF USE FOR THE 12 MONTHS PRECEDING THE ACTION GIVING RISE TO THE CLAIM, OR THE LIMITS OF THE OREGON CONSTITUTION, ARTICLE XI, § 7 AND THE OREGON TORT CLAIMS ACT (ORS 30.260 ET SEQ).
17. **Indemnities:** SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS AND restrictions, YOU SHALL INDEMNIFY AND DEFEND THE STATE OF OREGON, OJD AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO YOUR ACTS OR OMISSIONS OR THOSE OF YOUR OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THESE OJCIN TERMS OF USE.
18. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these OJCIN Terms of Use, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any claim, action, suit or proceeding (collectively, “Proceeding”) between You and OJD arising from or related to Your use of OJCIN, shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it

shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. YOU HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVE ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THE FORUM IS AN INCONVENIENT FORUM. Nothing in these provisions shall be construed as a waiver of OJD's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon. Any rights not expressly granted in the OJCIN Terms of Use are reserved by OJD.

19. **Miscellaneous:** All rights and obligations under these OJCIN Terms of Use intended by their nature to survive termination of this agreement, such as confidentiality obligations, survive the termination of this agreement. If a court of competent jurisdiction finds any part of these OJCIN Terms of Use are unenforceable, then that part of the Terms will be enforced to the maximum extent possible so as to effect the intent of the parties and the validity of the remaining OJCIN Terms of Use shall not be affected. You and OJD are the only parties to these OJCIN Terms of Use and are the only parties entitled to enforce its terms; there are no intended beneficiaries of these OJCIN Terms of Use.
20. **Restricted Access Users & Entities:** Certain users may receive restricted access to protected case information to perform official duties, pursuant to ORS 7.132 and OJD policies and procedures. If You are one of these users, then You certify that: (1) You require access to perform official duties efficiently, (2) You have a written plan for training, safeguarding and auditing access to protected case information, and (3) You have read these OJCIN Terms of Use and the plan, and agree to comply. Whenever You no longer require restricted access or employment is terminated, within seven days You must notify OJD to disable that user account. Upon request by OJD, You shall provide to OJD confirmation of whether You require access, or lists of users requiring access and users no longer requiring access. "Official duties" include duties related to legal representation, scheduling, docketing, reviewing and verifying entry of orders and judgments, case billing, and collecting judgments, but do not include acquiring or disclosing information where state or federal law protects that information from public inspection.

continued on next page

BY EXECUTION OF THESE OJCIN TERMS OF USE, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THESE OJCIN TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

By:  MARK J. MIRANDA
Printed/typed name

CHIEF OF POLICE 3-28-14
Title Date

Name (Organization, Agency or Individual): NEWPORT POLICE DEPARTMENT

Technical Contact: RICHARD DUTTON, IT DIRECTOR

Accounting Contact: BOB GAZENWOOD, INTERIM FINANCE DIRECTOR

Mailing Address: P.O. Box 2260

Street Address: 169 SW COAST HIGHWAY

City, State, Zip: NEWPORT OR 97365

Phone Number: 541-574-0630

Email Address: m.miranda@newportpolice.net.

TKB:gl/L2G14008